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Pennsylvania
Association of
Realtors®

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
BUYER(S): <u>annn investment</u>	SELLER(S): <u>H. Jason Gold, Trustee</u>
BUYER'S MAILING ADDRESS: <u>818 Mountain View St, Harrisburg, PA 17112</u>	SELLER'S MAILING ADDRESS: <u>PO Box 57359</u> <u>Washington, DC 20037</u>

PROPERTY	
ADDRESS (including postal city) <u>1635 Church Rd</u> <u>Hershey</u> <u>ZIP 17033</u>	
in the municipality of <u>Derry Twp</u> , County of <u>Dauphin, PA</u>	
in the School District of <u>Hershey High School</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): <u>24-063-089-000-0000</u> and/or	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Prime Realty Services</u>	Licensee(s) (Name) <u>Alex Saad</u>
Company License # <u>RB069925</u>	State License # <u>RM425669</u>
Company Address <u>3510 Trindle Rd, Suite A, Camp Hill, PA 17011</u>	Direct Phone(s) <u>717-303-4200</u>
Company Phone <u>717-303-4200</u>	Cell Phone(s) _____
Company Fax _____	Email <u>alexsaad@primerealtys.com</u>
Broker is (check only one):	
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Licensee(s) is (check only one):
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
	<input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>CENTURY 21 New Millennium</u>	Licensee(s) (Name) <u>Lisa M Jalufka</u>
Company License # <u>0226004377</u>	State License # <u>ABR006074</u>
Company Address <u>661 MILLWOOD AVE 101, WINCHESTER, VA 22601</u>	Direct Phone(s) <u>(703)887-8506</u>
Company Phone <u>(540)665-0700</u>	Cell Phone(s) _____
Company Fax _____	Email <u>lisa.jalufka@c21nm.com</u>
Broker is (check only one):	
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Licensee(s) is (check only one):
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
	<input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY	
<p>A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.</p> <p>By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.</p>	

Buyer Initials: AI

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Seller Initials: HJG

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rev. 9/22; rel. 1/23

Prime Realty Services, 3510 Trindle Rd, Suite A, Camp Hill PA 17011
Alex Saad

Phone: 717-303-4200 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1635 Church Rd

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- 1 **1. By this Agreement, dated May 5, 2024**
2 **Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.**
3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**
4 (A) Purchase Price \$ 325,000.00
5 (**Three Hundred Twenty-Five Thousand** U.S. Dollars), to be paid by Buyer as follows:
6
7 1. Initial Deposit, within 3 days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ 10,000.00
9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
10 3. _____ \$ _____
11 Remaining balance will be paid at settlement.
12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
13 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
14 sonal check.
15 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____),
16
17 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termi-
18 nation of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the
19 State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.
20 **3. SELLER ASSIST (If Applicable) (1-10)**
21 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
22 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is
23 approved by mortgage lender. Or within 20 Days of Bankruptcy Court Approval. *HJG* *AI*
24 **4. SETTLEMENT AND POSSESSION (1-23)**
25 (A) Settlement Date is June 14, 2024, or before if Buyer and Seller agree.
26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
27 Buyer and Seller agree otherwise.
28 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
29 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
30 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will
31 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:
32
33 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
34 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
35 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
36 31. School tax bills for all other school districts are for the period from July 1 to June 30.
37 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
38
39 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
40
41 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
42 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
43 is subject to a lease.
44 (H) If Seller has identified in writing that the Property is subject to a lease or short-term rental agreement, possession is to be delivered
45 by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security
46 deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agree-
47 ments, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer
48 will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(s) at
49 the execution of this Agreement, unless otherwise stated in this Agreement.
50 ☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**
51 **5. DATES/TIME IS OF THE ESSENCE (1-10)**
52 (A) Written acceptance of all parties will be on or before: May 6, 2024
53 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
54 essence and are binding.
55 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by
56 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-
57 ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be
58 initialed and dated.
59 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
60 ment of the parties.
61 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
62 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
63 to all parties, except where restricted by law.

64 Buyer Initials: *AI*

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Seller Initials: *HJG*

1635 Church Rd

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65 6. ZONING (4-14)

66 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

69 Zoning Classification, as set forth in the local zoning ordinance: RESIDENTIAL

70 7. FIXTURES AND PERSONAL PROPERTY (1-20)

71 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

73 (B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: _____

84 HJTG Property is sold strictly in "as-is, where-is" condition.

86 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): _____

89 (D) EXCLUDED fixtures and items: _____

91 8. BUYER FINANCING (8-22)

92 (A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency elected in this Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

94 1. Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan.

96 2. Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

104 3. Seller will provide access to insurers' representatives and, as may be required by the mortgage lender(s), to surveyors, municipal officials, appraisers, and inspectors.

106 4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will do so at least 15 DAYS before Settlement Date.

108 (B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the Property.

113 **FHA/VA, IF APPLICABLE**

114 (C) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

123 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

127 Buyer Initials: AI

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Seller Initials: HJTG

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b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time frame...

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(D) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment
☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
☐ Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F)) and Buyer's acceptance of additional required repairs as required by the lender.
(E) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

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(F) Mortgage Contingency
☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain mortgage financing for the Property.
☒ ELECTED. This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than June 7, 2024 (Commitment Date).

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First Mortgage on the Property
Loan Amount \$ 243,750.00
Minimum Term 30 years
Type of mortgage Conventional
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed 75.000 %
Mortgage lender The Lending Group
Interest rate 7.500 %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of 10.000 %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed 0 % (0% if not specified) of the mortgage loan.

Second Mortgage on the Property
Loan Amount \$ _____
Minimum Term _____ years
Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

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1. The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:
 - a. Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date,
 - b. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR
 - c. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.
4. If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
5. If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
 - a. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

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Buyer Initials: AT

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Seller Initials: HJG

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- 192 b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will,
193 within 5 DAYS, notify Seller of Buyer's choice to:
194 1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
195 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as
196 the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreason-
197 able), OR
198 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
199 of Paragraph 26 of this Agreement.
200 If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller
201 within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree
202 to the RELEASE in Paragraph 28 of this Agreement.

203 9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)

204 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the
205 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change
206 in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against
207 Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to
208 purchase.

209 10. SELLER REPRESENTATIONS (1-20)

210 (A) Status of Water

211 Seller represents that the Property is served by:

212 ☒ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

213 (B) Status of Sewer

214 1. Seller represents that the Property is served by:

215 ☒ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
216 ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
217 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
218 ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
219 ☐

220 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

221 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the
222 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
223 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
224 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
225 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
226 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
227 working cooperatively with others.

228 Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption
229 provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required
230 before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage
231 system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and
232 site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by
233 the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance
234 which occurs as a result.

235 Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a
236 water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another
237 site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the
238 tank from the date of its installation or December 14, 1995, whichever is later.

239 Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-
240 tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances
241 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water
242 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hor-
243 izontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the
244 absorption area shall be 100 feet.

245 Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage
246 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until
247 the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations
248 promulgated thereunder.

249 (C) Historic Preservation

250 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
251

252 (D) Land Use Restrictions

253 1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
254 following Act(s) (see Notices Regarding Land Use Restrictions below):

- 255 ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
256 ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

257 Buyer Initials: AI

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Seller Initials: HJG

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- 258 ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
259 ☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
260 ☐ Other _____

2. **Notices Regarding Land Use Restrictions**

- 261
262 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations
263 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
264 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
265 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
266 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
267 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
268 may result in the future as a result of any change in use of the Property or the land from which it is being separated.
269 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
270 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
271 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
272 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
273 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
274 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the
275 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
276 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are
277 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the
278 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer
279 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now
280 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

281 (E) **Real Estate Seller Disclosure Law**

282 Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real
283 estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential
284 real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of
285 an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**
286 **UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures
287 regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale
288 of condominium and cooperative interests.

289 (F) **Public and/or Private Assessments**

- 290 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-
291 ciation assessments have been made against the Property which remain unpaid, and that no notice by any government or public
292 authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to
293 violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition
294 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
295
296 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____
297

298 (G) **Highway Occupancy Permit**

299 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

300 (H) **Internet of Things (IoT) Devices**

- 301 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data
302 stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things
303 (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
304 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property
305 and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to
306 cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be
307 disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or
308 anyone on Seller's behalf to access any IoT devices remaining on the Property.
309 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the
310 Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously
311 provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes,
312 updating network settings and submitting change of ownership and contact information to device manufacturers and service
313 providers.
314 4. This paragraph will survive settlement.

315 11. **WAIVER OF CONTINGENCIES (9-05)**

316 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental condi-
317 tions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exer-**
318 **cise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts**
319 **the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

320 Buyer Initials: AI

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Seller Initials: HJG

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12. BUYER'S DUE DILIGENCE/INSPECTIONS (1-23)

(A) Rights and Responsibilities

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Elected Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

Waived
AI HJG

Wood Infestation

Elected Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Waived
AI HJG

Deeds, Restrictions and Zoning

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking, short-term rentals) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use:

Waived
AI HJG

Water Service

Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Waived
AI HJG

Radon

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

Waived
AI HJG

385 Buyer Initials: AI

Seller Initials: HJG

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387 **Elected** **On-lot Sewage (If Applicable)** Waived
388 Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic AI
389 load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's HJT
390 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water
391 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,
392 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection
393 Contingency.
394 **Elected** **Property and Flood Insurance** Waived
395 Buyer may determine the insurability of the Property by making application for property and casualty insurance AI
396 for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate HJT
397 with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,
398 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more
399 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood
400 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
401 flood insurance agents regarding the need for flood insurance and possible premium increases.
402 **Elected** **Property Boundaries** Waived
403 Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal AI
404 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property HJT
405 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
406 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations
407 of size of property are approximations only and may be inaccurate.
408 **Elected** **Lead-Based Paint Hazards (For Properties built prior to 1978 only)** Waived
409 Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct AI
410 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint HJT
411 hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard
412 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved
413 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a
414 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any
415 lead-based paint records regarding the Property.
416 **Elected** **Other** Waived
417 AI HJT

418 The Inspections elected above do not apply to the following existing conditions and/or items:
419
420

- 421 **(D) Notices Regarding Property & Environmental Inspections**
422 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
423 the surface of a structure where it may cause mold and damage to the building's frame.
424 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
425 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
426 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility
427 to dispose of them properly.
428 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer
429 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop
430 the property would be affected or denied because of its location in a wetlands area.
431 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
432 pollen and viruses) have been associated with allergic responses.
433 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
434 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
435 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
436 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
437 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
438 calling 1-877-724-3258.
- 439 **13. INSPECTION CONTINGENCY (10-18)**
440 (A) The Contingency Period is ____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
441 in Paragraph 12(C).
442 (B) Within the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in
443 Paragraph 13(C):
444 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in
445 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in
446 Paragraph 28 of this Agreement, OR
447 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in
448 their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer
449 according to the terms of Paragraph 26 of this Agreement, OR

450 Buyer Initials: AI

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Seller Initials: HJT

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3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.
- The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:
- (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.
- b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within _____ days (2 if not specified) following the end of the Negotiation Period, Buyer will:
- (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.**
- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:
1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.**
14. TITLES, SURVEYS AND COSTS (6-20)
- (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.** Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

516 Buyer Initials: AT

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Seller Initials: HJG

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- 517 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
518 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned
519 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition
520 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit
521 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for
522 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those
523 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).
- 524 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
525 about the status of those rights unless indicated elsewhere in this Agreement.
526 ☐ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.
- 527 (I) COAL NOTICE (Where Applicable)
528 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
529 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
530 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
531 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
532 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
533 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsid-
534 ence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
535 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
536 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
- 537 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:
538
- 539 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:
540 ☐ Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.
- 541 2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
542 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that
543 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
544 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
545 whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or
546 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
547 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
548 the Act gives certain rights and protections to buyers.
- 549 15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)
- 550 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are
551 received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/
552 or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
553 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
554 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
555 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
556 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
557 that Buyer will:
558 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
559 Paragraph 28 of this Agreement, OR
560 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
561 Paragraph 26 of this Agreement.
- 562 If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice
563 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.
- 564 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
565 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
566 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of
567 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to
568 Seller.
- 569 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
570 copy of the notice to Buyer and notify Buyer in writing that Seller will:
571 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/
572 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
573 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
574 notify Seller in writing within 5 DAYS that Buyer will:
575 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
576 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
577 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
578 of Paragraph 26 of this Agreement.
- 579 If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by writ-
580 ten notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this

581 Buyer Initials: AL

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Seller Initials: MG

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582 Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the
583 notice provided by the municipality.

584 2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,
585 Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(2) will survive
586 settlement.

587 16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

588 (A) Property is NOT a Condominium or part of a Planned Community unless checked below.

589 ☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407
590 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of
591 the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

592 ☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by
593 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the decla-
594 ration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the
595 provisions set forth in Section 5407(a) of the Act.

596 (B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM
597 OR A PLANNED COMMUNITY:

598 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),
599 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void
600 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public
601 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this
602 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

603 (C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A
604 PLANNED COMMUNITY:

605 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association
606 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides
607 that the association is required to provide these documents within 10 days of Seller's request.

608 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
609 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
610 association in the Certificate.

611 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
612 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon
613 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of
614 this Agreement.

615 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
616 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
617 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
618 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
619 (3) Appraisal fees and charges paid in advance to mortgage lender.

620 17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

621 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-
622 erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for
623 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of
624 the property and result in a change in property tax.

625 18. MAINTENANCE AND RISK OF LOSS (1-14)

626 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)
627 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

628 (B) If any part of the Property included in the sale fails before settlement, Seller will:

629 1. Repair or replace that part of the Property before settlement, OR

630 2. Provide prompt written notice to Buyer of Seller's decision to:

631 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
632 if any, OR

633 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
634 part of the Property.

635 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller
636 fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
637 whichever is earlier, that Buyer will:

638 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

639 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
640 Paragraph 26 of this Agreement.

641 If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice
642 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

643 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
644 replaced prior to settlement, Buyer will:

645 Buyer Initials: AI

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Seller Initials: MTG

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- 646 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
647 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
648 Paragraph 26 of this Agreement.
- 649 **19. HOME WARRANTIES (1-10)**
650 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller
651 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any
652 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or
653 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends
654 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.
- 655 **20. RECORDING (9-05)**
656 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
657 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
- 658 **21. ASSIGNMENT (1-10)**
659 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
660 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
661 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
- 662 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**
663 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
664 laws of the Commonwealth of Pennsylvania.
665 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
666 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
667 Pennsylvania.
- 668 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**
669 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
670 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
671 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
672 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
673 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
674 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/
675 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to
676 withhold, you may be held liable for the tax.
- 677 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**
678 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
679 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**
680 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-
681 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.
- 682 **25. REPRESENTATIONS (1-10)**
683 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
684 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
685 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
686 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
687 be altered, amended, changed or modified except in writing executed by the parties.
688 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property spe-
689 cifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
690 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
691 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
692 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
693 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
694 contained therein.
695 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
696 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
- 697 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**
698 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
699 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
700 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
701 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
702 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
703 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
704 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
705 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
706 Broker how to distribute some or all of the deposit monies.
707 3. According to the terms of a final order of court.
708 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
709 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

710

Buyer Initials:

AL

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Seller Initials:

MTG

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- 711 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 30 days (180 if not
712 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
713 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
714 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
715 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of
716 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
717 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
718 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
719 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
720 maintain their legal rights to pursue litigation even after a distribution is made.
- 721 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
722 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
723 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 724 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
725 1. Fail to make any additional payments as specified in Paragraph 2, OR
726 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
727 Buyer's legal or financial status, OR
728 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 729 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
730 1. On account of purchase price, OR
731 2. As monies to be applied to Seller's damages, OR
732 3. As liquidated damages for such default.
- 733 (G) ☒ **SELLER IS LIMITED TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS**
734 **LIQUIDATED DAMAGES.**
- 735 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
736 and Seller are released from further liability or obligation and this Agreement is VOID.
- 737 (I) Brokers and licensees are not responsible for unpaid deposits.
- 738 **27. MEDIATION (7-20)**
739 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
740 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
741 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation
742 system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be
743 divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the
744 completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens
745 by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all
746 proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to
747 the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement
748 reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this
749 Agreement will survive settlement.
- 750 **28. RELEASE (9-05)**
751 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any
752 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or
753 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and
754 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,
755 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage
756 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in
757 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer
758 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.
- 759 **29. REAL ESTATE RECOVERY FUND (4-18)**
760 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
761 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
762 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
763 3658.
- 764 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**
765 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
766 and Closing Disclosure(s) upon receipt.
767 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
768 satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant
769 to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
770 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
771 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
772 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
773 Seller, unless otherwise agreed to by the parties.

774 Buyer Initials: AI

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Seller Initials: HJG

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31. HEADINGS (4-14)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

32. SPECIAL CLAUSES (1-10)

(A) The following are attached to and made part of this Agreement if checked:

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- ☐ Appraisal Contingency Addendum (PAR Form ACA)
- ☐ Short Sale Addendum (PAR Form SHS)
- ☒ **Bankruptcy Addendum**

(B) Additional Terms: Buyer agreed to put unseen offer without access the property

AI

Property is sold strictly in "as-is, where-is" Condition. Sale & commissions are subject to US Bankruptcy Court Approval. Property is being sold by a Bankruptcy Trustee. RL Title in cooperation with Universal Settlement Services of PA, LLC will conduct closing for both parties.

HJG

AI

Amagad Saad is Managing Member of Annn Investment

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

AI Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

AI Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

AI Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

BUYER ANNN Investment DATE 05/05/2024

BUYER annn investment - Amgad Saad, Managing Member DATE _____

BUYER _____ DATE _____

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER H. Jason Gold, Trustee DATE 05/08/2024

SELLER H. Jason Gold, Chapter 7 Trustee Not DATE _____

SELLER individually but solely in his capacity as DATE _____

SELLER the Chapter 7 Trustee in Bankruptcy DATE _____

SELLER In re: Eagle Properties and Investments LLC DATE _____

SELLER Bankruptcy Case No: 23-10566-KHK DATE _____



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(MARYLAND AND WASHINGTON D.C.)
Pennsylvania

To: Consumer

From: CENTURY 21 New Millennium

Property: 1635 Church Road, Hershey, PA 17033

Date: 5/8/2024

This is to give you notice that CENTURY 21® New Millennium ("Real Estate Broker") has business relationships with Bay County Settlements, LLC ("BCS"), Bay County Title Services, LLC ("BCTS"), First Title Settlements, LLC ("FTS"), Lighthouse Title Collective, LLC (LTC"), and Capitol Title Insurance Agency, Inc. ("CTI") which provide settlement services and title insurance services; AND Harbour, LLC ("Harbour") and Capstone Insurance Group, Inc. ("CIG"), both of which provide homeowners' and flood insurance services. NM Management II, LLC ("NM"), which owns Real Estate Broker, is the 100% owner of FCM and BCS. NM has a 50% ownership interest in BCTS, and Capitol Title Insurance Agency, Inc. ("CTI") has a 50% ownership interest in BCTS. As regards FTS, NM has a 50% ownership interest in FTS and Trusted Title Services, LLC has a 50% interest in FTS. NM has a 50% ownership interest in LTC and Lighthouse Tile Company of Maryland, LLC has a 50% ownership interest in LTC. NM has a 90% ownership interest in Harbour and a private individual has a 10% ownership interest in Harbour. NM has a referral relationship with CIG. Because of these relationships, Real Estate Broker's referral of business to BCS, BCTS, FTS, LTC, Harbour and/or CIG may provide Real Estate Broker, NM, and/or their employees or affiliates a financial or other benefit. BCS, BCTS, FTS, LTC, CTI, DML, Harbour and CIG are together referred to as "Listed Providers".

In addition, in connection with the purchase or sale of the above referenced property, you may desire a home warranty. Be advised that Real Estate Broker has entered into marketing and advertising arrangements with HSA Home Warranty ("HSA"). While Real Estate Broker has no ownership interest in HSA, Real Estate Broker does receive fees from HSA for its marketing and advertising services.

Furthermore, if you are purchasing a property, you may desire to obtain a mortgage loan. Be advised that Real Estate Broker has entered into a marketing and advertising arrangement with Select Lending Services, LLC ("SLS"). While Real Estate Broker has no ownership interest in SLS, Real Estate Broker does receive fees from SLS for its marketing and advertising services.

Set forth below are the estimated charges or range of charges for the mortgage and settlement services listed. You are NOT required to use a Listed Provider, SLS or HSA, as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER MORTGAGE AND SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES

Seller: HJGT/ Buyer: AI/

Provider/s	Settlement Services	Charge/Range of Charges
Select Lending Services, LLC	Loan Origination Fee	0 - 1% of loan amount
	Loan Discount	0 - 3% of loan amount
	Fee/Points	
	Administrative Fee	\$750-\$925
	Processing Fee	\$600-\$725
HSA Home Warranty	Home Warranty Service	\$490-\$755
Bay County Settlements, LLC.		
Bay County Title Services, LLC		
Capitol Title Insurance Agency, Inc.		
First Title Settlements, LLC		
Lighthouse Title Collective, LLC		
	Title Examination	\$150-\$475
	Settlement/Closing Fee	\$150-\$775
	Abstract Fee	\$100-\$275
	Title Insurance	See table below

Charge or Range of Charges | Title Insurance Policy rates per \$1,000

	Maryland owner	Maryland lender	D.C. owner	D.C. lender
First \$250,000	\$4.80 - \$5.75	\$3.20	\$5.70 - \$6.84	\$4.50
\$250,001 and up to \$500,000	\$4.10 - \$4.90	\$2.90	\$5.10 - \$6.12	\$3.90
\$500,001 and up to \$1,000,000	\$3.50 - \$4.20	\$2.55	\$4.50 - \$5.40	\$3.30
\$1,000,001 and up to \$5,000,000	\$2.75 - \$3.30	\$2.00	\$3.90 - \$4.68	\$2.70
\$5,000,001 and up to \$15,000,000	\$1.50 - \$2.00	\$1.20	\$1.05 - \$3.96	\$0.85
\$15,000,001 and over	\$1.50 - \$2.00	\$1.20	\$0.90 - \$3.96	\$0.75
Minimum Premium	\$175	\$175	\$228 - \$274	\$168
Simultaneous Issue *	\$175		\$150	
Closing Protection Letter **	\$30		\$50	

* Simultaneous issue charge is only applicable when Owners and Lenders title insurance policies are issued at the same time.

** Closing Protection Letter charge is only applicable when Lender title insurance is issued.

Harbour, LLC	Homeowner's Insurance, Flood Insurance	The cost of homeowner's insurance, flood insurance, and/or personal insurance products varies depending on several factors, including but not limited to: size, value, and age of the structures, geographical location, construction type, value of contents, intended use, and credit scores.
Capstone Insurance Group, Inc.	Other Personal Insurance Products	

Seller: HJK Buyer: AI

CENTURY 21
New Millennium

ACKNOWLEDGMENT

I/we have read this disclosure form, understand that Real Estate Broker is referring me/us to purchase the above-described settlement service(s) and that Real Estate Broker, NM, their employees and/or affiliates may receive a financial or other benefit as a result of this referral, and understand that Real Estate Broker receives a fee for performing marketing and advertising services for HSA and SLS.

H. Jason Gold, Trustee

05/09/2024

Buyer's or Seller's Signature

Date

H. Jason Gold, Chapter 7 Trustee Not individually but solely in his capacity as the Chapter 7 Trustee in Bankruptcy In re: Eagle Properties and Investments LLC Bankruptcy Case No: 23-10566-KHK

Buyer's or Seller's Signature

Date

AuthenticSign
ANNN Investment

05/09/24

Buyer's or Seller's Signature

Date

Buyer's or Seller's Signature

Date

Seller: HJG Buyer: / /

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 PROPERTY , , 1635 Church Road, Hershey, PA 17033
2 SELLER H Jason Gold, Trustee

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and **is not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
20 2. Transfers as a result of a court order.
21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
22 4. Transfers from a co-owner to one or more other co-owners.
23 5. Transfers made to a spouse or direct descendant.
24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
26 liquidation.
27 8. Transfers of a property to be demolished or converted to non-residential use.
28 9. Transfers of unimproved real property.
29 10. Transfers of new construction that has never been occupied and:
30 a. The buyer has received a one-year warranty covering the construction;
31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
32 building code; and
33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

39 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
40 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**
41 **material defect(s) of the Property.**

42 _____ DATE _____

43 Seller's Initials HJGT Date 05/09/2024 SPD Page 1 of 11 Buyer's Initials _____ Date _____



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the Property and its improvements?
- (B) Is Seller the landlord for the Property?
- (C) Is Seller a real estate licensee?

	Yes	No	Unk	N/A
A				
B				
C				

Explain any "yes" answers in Section 1: _____

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

- 1. When was the Property most recently occupied? _____
- 2. By how many people? _____
- 3. Was Seller the most recent occupant?
- 4. If "no," when did Seller most recently occupy the Property? _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1				
B2				
B3				
B4				
C				

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

- 1. The owner
- 2. The executor or administrator
- 3. The trustee
- 4. An individual holding power of attorney

(C) When was the Property acquired? _____

(D) List any animals that have lived in the residence(s) or other structures during your ownership: _____

Explain Section 2 (if needed): _____

3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

(B) Type. Is the Property part of a(n):

- 1. Condominium
- 2. Homeowners association or planned community
- 3. Cooperative
- 4. Other type of association or community

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				
C				
D				
E1				
E2				
E3				
E4				
F				

(C) If "yes," how much are the fees? \$ _____, paid (☐ Monthly) (☐ Quarterly) (☐ Yearly)

(D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

(E) If "yes," provide the following information:

- 1. Community Name _____
- 2. Contact _____
- 3. Mailing Address _____
- 4. Telephone Number _____

(F) How much is the capital contribution/initiation fee(s)? \$ _____

Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the **buyer** and for five days thereafter or until conveyance, whichever occurs first.

4. ROOFS AND ATTIC

(A) Installation

- 1. When was or were the roof or roofs installed? _____
- 2. Do you have documentation (invoice, work order, warranty, etc.)?

	Yes	No	Unk	N/A
A1				
A2				
B1				
B2				
C1				
C2				
C3				

(B) Repair

- 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
- 2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) Issues

- 1. Has the roof or roofs ever leaked during your ownership?
- 2. Have there been any other leaks or moisture problems in the attic?
- 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

05/09/2024

Seller's Initials HJT **Date** _____

SPD Page 2 of 11

Buyer's Initials _____ **Date** _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any “yes” answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: _____

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- 1. Does the Property have a sump pit? If "yes," how many? _____
- 2. Does the Property have a sump pump? If "yes," how many? _____
- 3. If it has a sump pump, has it ever run?
- 4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

- 1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?
- 2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- 3. Are the downspouts or gutters connected to a public sewer system?

Explain any “yes” answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1				
B2				
B3				

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

- 1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- 2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

(B) Treatment

- 1. Is the Property currently under contract by a licensed pest control company?
- 2. Are you aware of any termite/pest control reports or treatments for the Property?

Explain any “yes” answers in Section 6. Include the name of any service/treatment provider, if applicable: _____

	Yes	No	Unk	N/A
A1				
A2				
B1				
B2				

7. STRUCTURAL ITEMS

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations or other structural components?
- (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?
- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)?
- (D) **Stucco and Exterior Synthetic Finishing Systems**
 - 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 - 2. If "yes," indicate type(s) and location(s) _____
 - 3. If “yes,” provide date(s) installed _____
- (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
- (F) Are you aware of any defects (including stains) in flooring or floor coverings?

Explain any “yes” answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

	Yes	No	Unk	N/A
A				
B				
C				
D1				
D2				
D3				
E				
F				

8. ADDITIONS/ALTERATIONS

- (A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A				

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

162 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

164	Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
165				
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173 ☐ **A sheet describing other additions and alterations is attached.**

174 (B) Are you aware of any private or public architectural review control of the Property other than zoning

175 codes? If "yes," explain: _____

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Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to up-grade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

187 **9. WATER SUPPLY**

188 (A) **Source.** Is the source of your drinking water (check all that apply):

189 1. Public

190 2. A well on the Property

191 3. Community water

192 4. A holding tank

193 5. A cistern

194 6. A spring

195 7. Other _____

196 8. If no water service, explain: _____

197 (B) **General**

198 1. When was the water supply last tested? _____

199 Test results: _____

200 2. Is the water system shared?

201 3. If "yes," is there a written agreement?

202 4. **Do you have a softener, filter or other conditioning system?**

203 5. **Is the softener, filter or other treatment system leased? From whom?** _____

204 6. **If your drinking water source is not public, is the pumping system in working order? If "no,"**

205 **explain:** _____

206 (C) **Bypass Valve** (for properties with multiple sources of water)

207 1. Does your water source have a bypass valve?

208 2. If "yes," is the bypass valve working?

209 (D) **Well**

210 1. Has your well ever run dry?

211 2. Depth of well _____

212 3. Gallons per minute: _____, measured on (date) _____

213 4. Is there a well that is used for something other than the primary source of drinking water?

214 If "yes," explain _____

215 5. If there is an unused well, is it capped?

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217 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

219 (E) **Issues**

- 220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply,
221 pumping system and related items?
222 2. Have you ever had a problem with your water supply?

	Yes	No	Unk	N/A
E1				
E2				

223 **Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:**
224 _____
225 _____

226 **10. SEWAGE SYSTEM**

227 (A) **General**

- 228 1. Is the Property served by a sewage system (public, private or community)?
229 2. If "no," is it due to unavailability or permit limitations?
230 3. When was the sewage system installed (or date of connection, if public)? _____
231 4. Name of current service provider, if any: _____

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				

232 (B) **Type** Is your Property served by:

- 233 1. Public
234 2. Community (non-public)
235 3. An individual on-lot sewage disposal system
236 4. Other, explain: _____

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				

237 (C) **Individual On-lot Sewage Disposal System.** (check all that apply):

- 238 1. Is your sewage system within 100 feet of a well?
239 2. Is your sewage system subject to a ten-acre permit exemption?
240 3. Does your sewage system include a holding tank?
241 4. Does your sewage system include a septic tank?
242 5. Does your sewage system include a drainfield?
243 6. Does your sewage system include a sandmound?
244 7. Does your sewage system include a cesspool?
245 8. Is your sewage system shared?
246 9. Is your sewage system any other type? Explain: _____
247 10. Is your sewage system supported by a backup or alternate system?

	Yes	No	Unk	N/A
C1				
C2				
C3				
C4				
C5				
C6				
C7				
C8				
C9				
C10				

248 (D) **Tanks and Service**

- 249 1. Are there any metal/steel septic tanks on the Property?
250 2. Are there any cement/concrete septic tanks on the Property?
251 3. Are there any fiberglass septic tanks on the Property?
252 4. Are there any other types of septic tanks on the Property? Explain _____
253 5. Where are the septic tanks located? _____
254 6. When were the tanks last pumped and by whom? _____
255 _____

	Yes	No	Unk	N/A
D1				
D2				
D3				
D4				
D5				
D6				

256 (E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**

- 257 1. Are you aware of any abandoned septic systems or cesspools on the Property?
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?
259 _____

	Yes	No	Unk	N/A
E1				
E2				

260 (F) **Sewage Pumps**

- 261 1. Are there any sewage pumps located on the Property?
262 2. If "yes," where are they located? _____
263 3. What type(s) of pump(s)? _____
264 4. Are pump(s) in working order?
265 5. Who is responsible for maintenance of sewage pumps? _____
266 _____

	Yes	No	Unk	N/A
F1				
F2				
F3				
F4				
F5				

267 (G) **Issues**

- 268 1. How often is the on-lot sewage disposal system serviced? _____
269 2. When was the on-lot sewage disposal system last serviced and by whom? _____
270 _____
271 3. Is any waste water piping not connected to the septic/sewer system?
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage
273 system and related items?

	Yes	No	Unk	N/A
G1				
G2				
G3				
G4				

275 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
276 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**
278 **forts, the name of the person or company who did the repairs and the date the work was done:**

280 11. PLUMBING SYSTEM

281 (A) **Material(s).** Are the plumbing materials (check all that apply):

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other

(B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
If “yes,” explain:

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				

293 12. DOMESTIC WATER HEATING

294 (A) **Type(s).** Is your water heating (check all that apply):

- 295 1. Electric
296 2. Natural gas
297 3. Fuel oil
298 4. Propane
299 If "yes," is the tank owned by Seller?
300 5. Solar
301 If "yes," is the system owned by Seller?
302 6. Geothermal
303 7. Other

304 (B) System(s)

- 305 1. How many water heaters are there? _____
 306 Tanks _____ Tankless _____
 307 2. When were they installed? _____
 308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)? _____

309 (C) Are you aware of any problems with any water heater or related equipment?

310 If “yes,” explain:

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B1				
B2				
B3				
C				

312 13. HEATING SYSTEM

313 (A) **Fuel Type(s).** Is your heating source (check all that apply):

- 314 1. Electric
315 2. Natural gas
316 3. Fuel oil
317 4. Propane
318 If "yes," is the tank owned by Seller?
319 5. Geothermal
320 6. Coal
321 7. Wood
322 8. Solar shingles or panels
323 If "yes," is the system owned by Seller?
324 9. Other:

325 (B) **System Type(s)** (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant flooring
7. Radiant ceiling

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				
A8				
A9				
B1				
B2				
B3				
B4				
B5				
B6				
B7				

333 Seller's Initials *UIC* Date 05/09/2024

SPD Page 6 of 11

Buyer's Initials _____ **Date** _____

334 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

		Yes	No	Unk	N/A
336	8. Pellet stove(s)	B8			
337	How many and location? _____				
338	9. Wood stove(s)	B9			
339	How many and location? _____				
340	10. Coal stove(s)	B10			
341	How many and location? _____				
342	11. Wall-mounted split system(s)	B11			
343	How many and location? _____				
344	12. Other: _____	B12			
345	13. If multiple systems, provide locations _____				
346	_____	B13			
347	(C) Status				
348	1. Are there any areas of the house that are not heated?	C1			
349	If "yes," explain: _____				
350	2. How many heating zones are in the Property? _____	C2			
351	3. When was each heating system(s) or zone installed? _____	C3			
352	4. When was the heating system(s) last serviced? _____	C4			
353	5. Is there an additional and/or backup heating system? If "yes," explain: _____				
354	_____	C5			
355	6. Is any part of the heating system subject to a lease, financing or other agreement?	C6			
356	If "yes," explain: _____				
357	(D) Fireplaces and Chimneys				
358	1. Are there any fireplaces? How many? _____	D1			
359	2. Are all fireplaces working?	D2			
360	3. Fireplace types (wood, gas, electric, etc.): _____	D3			
361	4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?	D4			
362	5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	D5			
363	6. How many chimneys? _____	D6			
364	7. When were they last cleaned? _____	D7			
365	8. Are the chimneys working? If "no," explain: _____	D8			
366	(E) Fuel Tanks				
367	1. Are you aware of any heating fuel tank(s) on the Property?	E1			
368	2. Location(s), including underground tank(s): _____	E2			
369	3. If you do not own the tank(s), explain: _____	E3			
370	(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"				
371	explain: _____	F			
372	14. AIR CONDITIONING SYSTEM				
373	(A) Type(s). Is the air conditioning (check all that apply):				
374	1. Central air	A1			
375	a. How many air conditioning zones are in the Property? _____	1a			
376	b. When was each system or zone installed? _____	1b			
377	c. When was each system last serviced? _____	1c			
378	2. Wall units	A2			
379	How many and the location? _____				
380	3. Window units	A3			
381	How many? _____				
382	4. Wall-mounted split units	A4			
383	How many and the location? _____				
384	5. Other _____	A5			
385	6. None	A6			
386	(B) Are there any areas of the house that are not air conditioned?	B			
387	If "yes," explain: _____				
388	(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____				
389	_____	C			

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

- Does the electrical system have fuses?
- Does the electrical system have circuit breakers?
- Is the electrical system solar powered?
 - If "yes," is it entirely or partially solar powered?
 - If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain:

- (B) What is the system amperage?
- (C) Are you aware of any knob and tube wiring in the Property?
- (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

	Yes	No	Unk	N/A
A1				
A2				
A3				
3a				
3b				
B				
C				
D				

16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units				Pool/spa heater			
Attic fan(s)				Range/oven			
Awnings				Refrigerator(s)			
Carbon monoxide detectors				Satellite dish			
Ceiling fans				Security alarm system			
Deck(s)				Smoke detectors			
Dishwasher				Sprinkler automatic timer			
Dryer				Stand-alone freezer			
Electric animal fence				Storage shed			
Electric garage door opener				Trash compactor			
Garage transmitters				Washer			
Garbage disposal				Whirlpool/tub			
In-ground lawn sprinklers				Other:			
Intercom				1.			
Interior fire sprinklers				2.			
Keyless entry				3.			
Microwave oven				4.			
Pool/spa accessories				5.			
Pool/spa cover				6.			

(C) Explain any "yes" answers in Section 16:

17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

- Above-ground or in-ground?
- Saltwater or chlorine?
- If heated, what is the heat source?
- Vinyl-lined, fiberglass or concrete-lined?
- What is the depth of the swimming pool?
- Are you aware of any problems with the swimming pool?
- Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

- Are you aware of any problems with the spa or hot tub?
- Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17:

	Yes	No	Unk	N/A
A				
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				
B1				
B2				

450 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 **18. WINDOWS**

- 453 (A) Have any windows or skylights been replaced during your ownership of the Property?
454 (B) Are you aware of any problems with the windows or skylights?

	Yes	No	Unk	N/A
A				
B				

455 **Explain any “yes” answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or**
456 **remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____

457
458 **19. LAND/SOILS**

459 **(A) Property**

- 460 1. Are you aware of any fill or expansive soil on the Property?
461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth
462 stability problems that have occurred on or affect the Property?
463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
464 spread on the Property?
465 4. Have you received written notice of sewage sludge being spread on an adjacent property?
466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
467 the Property?

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				

468 ***Note to Buyer:** The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence*
469 *damage may occur and further information on mine subsidence insurance are available through Department of Environmental*
470 *Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.*

471 **(B) Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
473 opment rights under the:

- 474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
475 2. Open Space Act - 16 P.S. §11941, et seq.
476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)
477 4. Any other law/program: _____

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				

478 ***Note to Buyer:** Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under*
479 *which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any*
480 *agricultural operations covered by the Act operate in the vicinity of the Property.*

481 **(C) Property Rights**

482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a
483 previous owner of the Property):

- 484 1. Timber
485 2. Coal
486 3. Oil
487 4. Natural gas
488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:
489 _____

	Yes	No	Unk	N/A
C1				
C2				
C3				
C4				
C5				

490 ***Note to Buyer:** Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means,*
491 *engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of*
492 *the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject*
493 *to terms of those leases.*

494 **Explain any “yes” answers in Section 19:** _____

495
496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

497 **(A) Flooding/Drainage**

- 498 1. Is any part of this Property located in a wetlands area?
499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
500 3. Do you maintain flood insurance on this Property?
501 4. Are you aware of any past or present drainage or flooding problems affecting the Property?
502 5. Are you aware of any drainage or flooding mitigation on the Property?
503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-
504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,
505 pipe or other feature?
506 7. If “yes,” are you responsible for maintaining or repairing that feature which conveys or manages
507 storm water for the Property?

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				
A6				
A7				

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any “yes” answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?

a. If “yes,” is there a written right of way, easement or maintenance agreement?

b. If “yes,” has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1				
B2				
B3				
3a				
3b				
B4				

***Note to Buyer:** Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*

Explain any “yes” answers in Section 20(B): _____

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

	Yes	No	Unk	N/A
A1				
A2				

***Note to Buyer:** Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If “yes,” provide test date and results _____
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1				
B2				
B3				

(C) Lead Paint

If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

	Yes	No	Unk	N/A
C1				
C2				

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1				
D2				

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If “yes,” location: _____

	Yes	No	Unk	N/A
E				

(F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If “yes,” have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1				
F2				
F3				
F4				

Explain any “yes” answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s): _____

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1				
A2				

568 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

	Yes	No	Unk	N/A
570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option				
571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the				
572 Property?				
573 (B) Financial				
574 1. Are you aware of any public improvement, condominium or homeowner association assessments				
575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or				
576 fire ordinances or other use restriction ordinances that remain uncorrected?				
577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support				
578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of				
579 this sale?				
580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?				
581 (C) Legal				
582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-				
583 erty?				
584 2. Are you aware of any existing or threatened legal action affecting the Property?				
585 (D) Additional Material Defects				
586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-				
587 closed elsewhere on this form?				

588 *Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant*
589 *adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a*
590 *structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or*
591 *subsystem is not by itself a material defect.*

592 2. **After completing this form, if Seller becomes aware of additional information about the Property, including through**
593 **inspection reports from a buyer, the Seller must update the Seller’s Property Disclosure Statement and/or attach the**
594 **inspection report(s).** These inspection reports are for informational purposes only.

595 **Explain any “yes” answers in Section 22:** _____
596 _____

597 **23. ATTACHMENTS**

598 (A) **The following are part of this Disclosure if checked:**

599 ☐ Seller’s Property Disclosure Statement Addendum (PAR Form SDA)

600 ☐ _____

601 ☐ _____

602 ☐ _____

603 **The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best**
604 **of Seller’s knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-**
605 **erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-**
606 **TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-**
607 **tion of this form, Seller shall notify Buyer in writing.**

608 SELLER <u>H. Jason Gold, Trustee</u>	DATE	<u>05/09/2024</u>
609 SELLER <u>H. Jason Gold, Chapter 7 Trustee Not individually but solely in</u>	DATE	_____
610 SELLER <u>this capacity as the Chapter 7 Trustee in Bankruptcy In re:</u>	DATE	_____
611 SELLER <u>Eagle Properties and Investments LLC Bankruptcy Case No:</u>	DATE	_____
612 SELLER <u>23-10566-KHK</u>	DATE	_____
613 SELLER _____	DATE	_____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER		
615 The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and		
616 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer’s re-		
617 sponsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at		
618 Buyer’s expense and by qualified professionals, to determine the condition of the structure or its components.		
619 BUYER _____	DATE	_____
620 BUYER _____	DATE	_____
621 BUYER _____	DATE	_____

BANKRUPTCY ADDENDUM TO SALES CONTRACT

Dated 5/8/2024 ("Contract")

H. Jason Gold, Trustee ("Seller") to

Annn Investment ("Buyer") for the property:

1635 Church Road, Hershey, PA 17033 ("Property")

The provisions of this addendum shall govern notwithstanding any other provision of the Contract.

1. Conveyance will be by SPECIAL WARRANTY OF TITLE.
2. The property, and any contents being conveyed herewith, is being sold "AS-IS, WHERE-IS CONDITION." The sale of the Property is subject higher and better offers and subject to the approval of the US Bankruptcy Court, Eastern District of Virginia, Alexandria Division (the "Court"). The Listing Agent will provide to the Selling Agent a copy of the Sale Motion that seeks approval of this Offer with the Court.
3. No Dual Agency and No Designated Representation.
 - (a) The Owner does not consent to designated representation thus Owner does not allow the Property to be shown to a buyer represented by the Broker through another designated representative associated with the Broker.
 - (b) The Owner does not consent to dual representation thus Owner does not allow the property to be shown to a buyer represented by the Broker through the same sales associate.
4. In addition to the commission provided in the listing agreement, the Broker shall be entitled to be reimbursed for advanced property management and maintenance expenses, such as Trustee approved repairs, utility bills, lawn maintenance, etc., subject to the approval of the US Bankruptcy Court.
5. Seller's Closing Costs. Thru the date of closing, the Seller shall pay: (a) pro-rata real estate taxes, (b) property owners association fees, (c) Grantor's Deed Recording Tax, (d) Regional Congestion Relief Fee, (e) brokerage listing pursuant to the Court approved listing agreement and (f) \$150.00 for the Settlement and/or Closing Fee due to the closing company. All other costs of closing, including any additional fees due to the closing company, shall be paid by the Buyer.
6. Title Company Incentive: If the Buyer agrees to have R.L. Title & Escrow of Vienna, Virginia conduct all aspects of the closing, then the Seller will pay an additional \$1,000.00 for Settlement and/or Closing Fee costs. If the Buyer is getting a closing cost credit from the Seller, then this credit shall be included in that credit.

This Addendum shall not alter, modify or change in any other represent the Agreement, and except as modified herein, all the terms and provisions of the Agreement are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

H. Jason Gold, Trustee

H. Jason Gold, Chapter 7 Trustee

Not individually but solely in his capacity

as the Chapter 7 Trustee in Bankruptcy

In re: Eagle Properties and Investments LLC

Bankruptcy Case No: 23-10566-KHK

BUYER(S):

Date: 05/09/2024

Date: _____